

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MEREDITH OPERATIONS
CORPORATION,

Plaintiff,

vs.

BETTER MORTGAGE CORPORATION,

Defendant.

Case No.:

COMPLAINT

Plaintiff, Meredith Operations Corporation, (“Meredith” or “Plaintiff”), as and for its complaint against Defendant, Better Mortgage Corporation (“Better Mortgage” or “Defendant”) alleges as follows:

NATURE OF THE ACTION

1. Meredith brings this action to recover damages from Better Mortgage arising out of Better Mortgage’s breach of two advertising placement agreements entered into by and between Meredith and Better Mortgage, and Better Mortgage’s failure to pay amounts due and owing to Meredith under those agreements.

PARTIES

2. Meredith is an Iowa corporation with its principal place of business in Iowa.
3. Better Mortgage is a California corporation with its principal place of business in New York, New York.

JURISDICTION AND VENUE

4. Jurisdiction in this Court is proper pursuant to a consent to jurisdiction provision in both contracts that are the subject of this action, which provides that all claims arising under the contracts “will be brought solely in New York, New York, and the parties consent to the jurisdiction of such courts.”

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because Plaintiff is an Iowa corporation with its principal place of business in Iowa, Defendant is a California corporation with its principal place of business in New York, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1331(b)(1).

FACTUAL ALLEGATIONS

7. Meredith and Better Mortgage entered into two agreements, referred to in the digital advertising industry as “insertion orders,” whereby Meredith agreed to facilitate advertising campaigns for Better Mortgage by placing ads on various digital platforms and properties in exchange for a fee.

8. The first insertion order was executed by and between the parties on August 30, 2022 and related to an advertising campaign for Better Mortgage to be run in digital properties affiliated with one of Meredith’s brands, Southern Living, between October and December of 2022 (the “Southern Living Insertion Order”). A true and correct copy of the Southern Living Insertion Order is attached hereto as **Exhibit A**.

9. Pursuant to the Southern Living Insertion Order, Better Mortgage agreed to pay Meredith \$250,000 for its ad placement services.

10. The second insertion order was executed by and between the parties on November 21, 2022 and related to various advertising campaigns for Better Mortgage run across digital properties affiliated with various Meredith brands between July and December of 2022 (the “Q3/Q4 Insertion Order,” and together with the Southern Living Insertion Order, the “Insertion Orders”). A true and correct copy of the Q3/Q4 Insertion Order is attached hereto as **Exhibit B**.

11. Pursuant to the Q3/Q4 Insertion Order, Better Mortgage agreed to pay Meredith \$1,855,800 for its ad placement services.

12. Meredith performed its obligations under the Insertion Orders in full, including placement of Better Mortgage ads across the various digital properties and platforms specified in the agreements and for the time periods specified therein.

13. To date, however, \$1,864,181.43 remains due and owing from Better Mortgage to Meredith under the Insertion Orders.

14. A balance of \$241,418.25 is due and owing from Better Mortgage to Meredith under the Southern Living Insertion Order.

15. A balance of \$1,622,763.18 is due and owing from Better Mortgage to Meredith under the Q3/Q4 Insertion Order.

16. Better Mortgage is therefore in breach of its obligations to Meredith under the Insertion Orders.

17. Better Mortgage’s failure to make timely payment to Meredith has caused Meredith to incur additional costs associated with its collection efforts, including in connection with the filing of the instant action.

FIRST CAUSE OF ACTION
Breach of Contract

18. Meredith repeats and realleges each and every allegation contained in paragraphs 1 through 17 as if fully set forth herein.

19. The Insertion Orders, dated August 30, 2022 and November 21, 2022, constitute valid and enforceable contracts between Meredith and Better Mortgage.

20. Meredith fully performed its obligations and services for Better Mortgage that it agreed to perform under the Insertion Orders, including placement of Better Mortgage ads across various Meredith digital properties and platforms and for the time periods specified in the Insertion Orders.

21. Better Mortgage received all services rendered by Meredith under the Insertion Orders.

22. Better Mortgage failed to perform its obligations to Meredith under the Insertion Orders.

23. Better Mortgage failed to pay the balance of \$241,418.25 due and owing to Meredith under the Southern Living Insertion Order.

24. Better Mortgage also failed to pay the balance of \$1,622,763.18 due and owing to Meredith under the Q3/Q4 Insertion Order.

25. As a consequence of the foregoing, Meredith seeks entry of judgment for Better Mortgage's breach of contract, awarding payment of damages in the amount of compensatory damages due and owing to Meredith, along with attorneys' fees and other costs incurred in connection with Meredith's efforts to collect amounts due and owing, and pre- and post-judgment interest.

WHEREFORE, MEREDITH prays for the following relief:

- A. Enter judgment in favor of Meredith and against Defendant for an amount to be determined by the Court, including compensatory damages and pre- and post-judgment interest; and
- B. Enter judgment awarding attorneys' fees and other costs incurred in connection with Meredith's efforts to collect amounts due and owing, and any other relief as this Court may deem appropriate.

Dated: March 6, 2023

CARLTON FIELDS, P.A.

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